

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
FIELDWOOD ENERGY LLC, <i>et al.</i>,	§	Case No. 20-33948 (MI)
Debtors.¹	§	(Jointly Administered)

**NOTICE OF FILING OF REDLINES OF
AMENDED PLAN SUPPLEMENT EXHIBITS**

PLEASE TAKE NOTICE that on May 27, 2021, the Debtors filed the *Notice of Filing of Plan Supplement in Connection with Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 1394] (the “**Plan Supplement**”), including copies of (i) a Schedule of Assumed Contracts as **Exhibit D** annexed thereto (the “**May 27 Schedule of Assumed Contracts**”), (ii) the Apache Definitive Documents as **Exhibit H** annexed thereto, which included the Plan of Merger as **Exhibit 5** annexed thereto (the “**May 27 Plan of Merger**”), (iii) the First Lien Exit Facility Agreement as **Exhibit I** annexed thereto (the “**May 27 First Lien Exit Facility**”), and (iv) Oil and Gas Schedules as **Exhibits O1 – O5** annexed thereto (the “**May 27 Oil and Gas Schedules**”).

PLEASE TAKE FURTHER NOTICE that on June 15, 2021, the Debtors filed the *Notice of Filing of Amended Plan Supplement in Connection with Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 1562] (the “**Amended Plan Supplement**”), including copies of (i) a revised Schedule of Assumed Contracts

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

as **Exhibit D** annexed thereto (the “**Revised Schedule of Assumed Contracts**”), (ii) the Apache Definitive Documents as **Exhibit H** annexed thereto, which included the revised Plan of Merger as **Exhibit 5** annexed thereto (the “**Revised Plan of Merger**”), (iii) the revised First Lien Exit Facility Agreement as **Exhibit I** annexed thereto (the “**Revised First Lien Exit Facility**”), and (iv) revised Oil and Gas Schedules as **Exhibits O1 – O5** annexed thereto (the “**Revised Oil and Gas Schedules**”).

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit A** is a changed pages only redline of the Revised Schedule of Assumed Contracts against the May 27 Schedule of Assumed Contracts.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit B** is a changed pages only redline of the Revised Plan of Merger against the May 27 Plan of Merger.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit C** is a changed pages only redline of the Revised First Lien Exit Facility against the May 27 First Lien Exit Facility.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibits D - H** are changed pages only redlines of the Revised Oil and Gas Schedules against the May 27 Oil and Gas Schedules.

Dated: June 15, 2021
Houston, Texas

Respectfully submitted,

/s/ Jessica Liou
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-and-

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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that, on June 15, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Jessica Liou*
Jessica Liou

Exhibit A

Redline Revised Schedule of Assumed Contracts

Known Counterparties represent parties listed in actual agreements under name, address and contact information as of the date of the filing of the Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.

Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.

Estimated based on open-to-public account balances. Cure estimates were adjusted to zero for completed field agreements.

Debtors are not responsible for the treatment of the contracts in the Plan. The Debtor entity that filed the Plan, Debtor Entity No. 2346 (including any exhibits and schedules thereto and as may be further amended, supplemented, or restated) ("the Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the terms of the Plan, the Debtor Entity No. 2346, the Definitive Document, and this Schedule of Assumed Contracts, the applicable  Definitive Document shall control.

Contract ID	#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties 	Debtors Energy LLC 	Associated Leases 	Related Lease Parties 	Cure Estimate 	Applicable Entity		
										FW I	FW II	FW IV
1-6-12-8002	1	1/10/2014	Offield Services	USA	SGT Depth, Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8004	2	1/10/2014	Offield Services	USA	SGARD CONTRACTORS INC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8005	3	1/10/2014	Offield Services	USA	SOME TRUCK LINE INC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8006	4	1/10/2014	Offield Services	Master Ground Transportation Contract	SGS MAINTENANCE SOLUTIONS, INC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8185	5	1/20/2016	Other	Master Service Contract - Quarterly Preventive Maintenance (Rotation only)	SGT CONCEPTS INC	Weldwood Energy LLC	9.0	9.0	\$4,216.99	Assume and assign to Credit Bid Purchaser		
1-6-12-8007	6	1/17/2017	Offield Services	USA	SOG ENERGY LLC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8030	7	9/6/2018	Offield Services	USA	Sopel Software	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-11-2900	8	9/6/2018	Non-Offield Services	Software License Agreement	Spire Software	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8031	9	9/6/2018	Other	processes direct deposits, garnishments and tax	SP	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	10	1/10/2014	Offield Services	USA	SGARD Offshore Logistics, LLC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	11	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	12	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	13	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	14	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	15	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	16	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	17	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	18	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	19	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	20	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	21	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	22	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	23	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	24	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	25	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	26	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	27	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	28	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	29	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	30	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	31	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	32	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	33	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	34	4/10/2014	Other Services Agreements	Historical Resource Agreement	SGT Inc.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	35	6/20/2018	Offield Services	USA Transfer of Assets MSA to Offield	Weldwood Energy Offshore LLC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser		
1-6-12-8032	36	11/10/2014	Master Ground Transportation Contract	AMERICAN EAGLE LOGISTICS LLC	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser			
1-6-12-8032	37	12/20/2014	Master Services Agreement	AMERICAN TANK CO. INC.	Weldwood Energy LLC	9.0	9.0	\$0.00	Assume and assign to Credit Bid Purchaser			
1-6-12-8032	38	3/25/2004	Joint Development / Venture / Exploration Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	39	3/27/2017	Joint Venture / Offield Services	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	40	3/21/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	41	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	42	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	43	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	44	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	45	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	46	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	47	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	48	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	49	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	50	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	51	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	52	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	53	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
1-6-12-8032	54	3/20/2014	Other Services Agreements	AMERICAN TANK CO. INC. AND THE LARSON GROUP, LTD.	Weldwood Energy Offshore LLC	9.0	9.0	\$0.00	Assume and Assign Pursuant to Divorce Mergers			
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536	2/28/2013	Val / Prosper Proposals	Under proposing well B-19 MP 302 well by and between: Foothold Energy LLC, GOM Shell LLC, Apache Corporation and Apache Shell Exploration LLC	Apache Corporation, Apache Shell Exploration LLC	Weldwood Energy LLC	EP 302 Lease G03264	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$1.00	Assume and Allocate Pursuant to Divisive Mergers	x		
509	2/25/2013	Joint Development / Venture / Exploration Agreements	Joint Development Agreement by and between: Foothold Energy Offshore LLC, Apache Corporation and Phillips Energy LLC	Apache Corporation, Phillips Energy LLC	Weldwood Energy Offshore LLC	EP 2/1 Lease G0000, SM 35 Lease G04510	CASTLE OFFSHORE, INC.	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
456	08/25/2011	Property Participation & Exchange Agreements	PROPERTY PARTICIPATION AGREEMENT BY APACHE CORPORATION CASTEX OFFSHORE, INC. ET AL	APACHE CORPORATION/ENRON CASTEX OFFSHORE, INC., ET AL	Weldwood Energy LLC	EP 150 Lease G04292	CASTLE OFFSHORE, INC., WALTER OIL & GAS CORPORATION, BRIEF OWN US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
475	05/01/2012	Other Transaction Agreements	CONTRACTUAL TRANSPORT & SEPARATION AGREEMENT BY APACHE CORPORATION/ENRON CASTEX OFFSHORE, INC. ET AL	APACHE CORPORATION/ENRON CASTEX OFFSHORE, INC., ET AL	Weldwood Energy LLC	EP 150 Lease G04292	CASTLE OFFSHORE, INC., WALTER OIL & GAS CORPORATION, BRIEF OWN US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
378	02/21/2007	Amendment	PANAMA / AGREEMENT BY APACHE CORPORATION/ENRON CASTEX OFFSHORE, INC. ET AL	APACHE CORPORATION/ENRON CASTEX OFFSHORE, INC. ET AL	Weldwood Energy LLC	EP 150 Lease G04292	CASTLE OFFSHORE, INC., WALTER OIL & GAS CORPORATION, BRIEF OWN US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
428	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT BY APACHE CORPORATION/HORN WALTER OIL & GAS CORPORATION, ET AL	APACHE CORPORATION/HORN WALTER OIL & GAS CORPORATION, ET AL	Weldwood Energy LLC	EP 150 Lease G04292	CASTLE OFFSHORE, INC., WALTER OIL & GAS CORPORATION, BRIEF OWN US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
434	02/01/2010	Renewal Agreement	OPTION AGREEMENT BY APACHE CORPORATION/HORN WALTER OIL & GAS CORPORATION, ET AL	APACHE CORPORATION/HORN WALTER OIL & GAS CORPORATION, ET AL	Weldwood Energy LLC	EP 150 Lease G04292	CASTLE OFFSHORE, INC., WALTER OIL & GAS CORPORATION, BRIEF OWN US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
55	08/15/1978	Joint Operating Agreement	Amendment of Operating Agreement, dated September 1, 1978, between Amoco Production Company, Mobil Oil Corporation, and Union Oil Company of California	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02947, EP 151 Lease G02948	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x			
44	08/01/1975	Joint Operating Agreement	Amendment to Operating Agreement, dated September 1, 1975, between Mobil Oil Corporation, Union Oil Company of California, and Texaco Inc.	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945, EP 150 Lease G02946, EP 150 Lease G02947, EP 151 Lease G02948	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x			
58	11/13/1978	Joint Operating Agreement	Second Amendment to Operating Agreement, dated November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
59	11/13/1978	Joint Operating Agreement	Third Amendment to Operating Agreement, dated November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
65	01/01/1980	Joint Operating Agreement	Fourth Amendment to Operating Agreement, dated January 1, 1980, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
68	04/21/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated April 22, 1980, between Union Oil Company of California, and Texaco Inc.	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945, EP 150 Lease G02947	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x			
87	07/01/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated effective July 1, 1980, between Amoco Production Company, Union Oil Company of California, and Mobil Production (Asia) Inc. New Mexico, Inc.	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945, EP 150 Lease G02946, EP 150 Lease G02947, EP 151 Lease G02948	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x			
250	01/01/2001	Joint Operating Agreement	8th Amendment to Operating Agreement, dated effective January 1, 2001, between Union Oil Company of California, and Texaco Inc.	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
251	01/15/2001	Joint Operating Agreement	Amendment to Operating Agreement, dated January 15, 2001, between Union Oil Company, Amoco Production Company, and Vassar Offshore, Inc.	Apache Deepwater	Weldwood Oil Offshore LLC	EP 150 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
517	07/01/2013	Assignment of Oil & Gas Lease/Offshore Interest(s)	Stipulates the terms held by Apache Offshore Petroleum Limited Partnership, Foothold Energy LLC, and Phillips Energy LLC	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	70 953 Lease G02953	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x			
518	2008	Joint Operating Agreement	Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
519	2008	Joint Operating Agreement	Amendment to Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
520	2008	Joint Operating Agreement	Amendment to Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
521	2008	Joint Operating Agreement	Amendment to Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
522	2008	Joint Operating Agreement	Amendment to Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
523	2008	Joint Operating Agreement	Amendment to Joint Operating Agreement	Apache Offshore Petroleum Limited Partnership	Weldwood Energy LLC	EP 011 Lease G02945	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
524	09/13/2014	Debtors	By and between Foothold Energy LLC, GOM Shell LLC, and Apache Shell Exploration LLC	Apache Shell Exploration LLC	Weldwood Energy LLC	EP 302 Lease G02944	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
1882	04/29/2014	Marketing - PMA	FMA MPT 18-2024-1915 and between Foothold and APACHE SHELF EXPLORATION LLC	APACHE SHELF EXPLORATION LLC	Weldwood Energy LLC	EP 302 Lease G02944	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
515	07/01/2013	Joint Operating Agreement	Joint Operating Agreement dated 8/14/2013	Apache Offshore LLC	Weldwood Energy LLC	EP 170 Lease G0152	APACHE SHELF EXPLORATION LLC, Transcontinental Gas Pipeline Co LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
2014	08/19/2019	Preliminary Rights Agreement	Negative PMA and assignment with Apache Shell/Enron by and between Apache Shell Exploration LLC, Foothold Energy Offshore LLC & GOM Shell LLC	Apache Offshore LLC	Weldwood Energy LLC	EP 170 Lease G0152	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$0.00	Assume and Assign or Credit Bid Purchaser	x		
98	01/01/1989	Operating Agreement - Other	RIGHTS/US - OIL & GAS OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL	Apache Offshore LLC, Atlantic Richfield Company, BP Exploration & Production Inc., Conoco, Foothold Energy Offshore LLC, GOM Shell LLC, OXY USA Inc., Texaco Production Inc.	Weldwood Energy LLC, Foothold Energy Offshore LLC	EP 170 Lease G0152	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$0.00	Assume and Assign or Credit Bid Purchaser	x		
277	02/22/2019	Joint Development / Venture / Exploration Agreements	FMA MPT 18-2024-1915 and between Foothold and Apache Offshore LLC	APACHE SHELF EXPLORATION LLC, ENRON CASTEX OFFSHORE, INC.	Weldwood Energy LLC	EP 240 Lease G02942	APACHE SHELF EXPLORATION LLC, EPL, OIL & GAS, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
2653	02/01/2013	Operating Agreement - Other	Apache Offshore LLC, Foothold Energy LLC, and Energy XXI GOM LLC, et al	Apache Offshore LLC, Foothold Energy LLC, and Energy XXI GOM LLC, et al	Weldwood Energy LLC	EP 270 Lease G02955, EP 270 Lease G02956, EP 294 Lease G02948, EP 295 Lease G02949	APACHE SHELF EXPLORATION LLC, ENERGY XXI GOM LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
3	05/01/1995	Joint Agreement and/or Unit Operating Agreement	Interim Joint Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco, Inc., Texaco Exploration and Production Inc., and Day & Kerr	Apache Offshore LLC, Foothold Energy LLC, BP AMERICA PRODUCTION COMPANY	Weldwood Energy Offshore LLC, GOM Shell LLC	EP 46 Lease 132	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00	Assume and Assign or Credit Bid Purchaser	x		
100	01/01/1989	Operating Agreement - Other	ATCIO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL	Apache Offshore LLC, BP Exploration & Production Inc., Foothold Energy Offshore LLC, GOM Shell LLC, and Texaco Inc.	Weldwood Energy Offshore LLC, GOM Shell LLC	EP 199 Lease G1258	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
99	01/01/1989	Operating Agreement - Other	ATCIO/CONOCO - ATCIO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL	Apache Offshore LLC, BP Exploration & Production Inc., Texaco Inc., Foothold Energy Offshore LLC, GOM Shell LLC	Weldwood Energy Offshore LLC, GOM Shell LLC	EP 199 Lease 125, EP 301 Lease 127, EP 42 Lease 128, EP 43 Lease 129, EP 44 Lease 130, EP 70 Lease 131, EP 71 Lease 132, EP 98 Lease 180, WD 49 Lease 181, WD 70 Lease 182, WD 71 Lease 183	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00	Assume and Assign or Credit Bid Purchaser	x		
17	01/21/1966	Unit Agreement and/or Unit Operating Agreement	Unit No. 89100974 - 55 271	Apache Offshore LLC, Benthos Oil Lease Management, Dynamic Offshore Resources Inc., GOM Shell LLC, Foothold Energy LLC, and Texaco Inc., Texco E&P Inc., T & T Energy LLC, W.A.T. Inc., W.A.T. Inc.	Apache Offshore Resources Inc., LLC, Foothold Energy LLC, GOM Shell LLC	EP 249 Lease G1008, EP 249 Lease G1010, EP 249 Lease G1020, EP 249 Lease G1021, EP 249 Lease G1022, EP 249 Lease G1023, EP 249 Lease G1024, EP 249 Lease G1025, EP 249 Lease G1026, EP 249 Lease G1027, EP 249 Lease G1028, EP 249 Lease G1029, EP 249 Lease G1030, EP 249 Lease G1031, EP 249 Lease G1032, EP 249 Lease G1033, EP 249 Lease G1034, EP 249 Lease G1035, EP 249 Lease G1036, EP 249 Lease G1037, EP 249 Lease G1038, EP 249 Lease G1039, EP 249 Lease G1040, EP 249 Lease G1041, EP 249 Lease G1042, EP 249 Lease G1043, EP 249 Lease G1044, EP 249 Lease G1045, EP 249 Lease G1046, EP 249 Lease G1047, EP 249 Lease G1048, EP 249 Lease G1049, EP 249 Lease G1050, EP 249 Lease G1051, EP 249 Lease G1052, EP 249 Lease G1053, EP 249 Lease G1054, EP 249 Lease G1055, EP 249 Lease G1056, EP 249 Lease G1057, EP 249 Lease G1058, EP 249 Lease G1059, EP 249 Lease G1060, EP 249 Lease G1061, EP 249 Lease G1062, EP 249 Lease G1063, EP 249 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693	8/01/2016	Letter Agreement - USA	By and between Foothold Energy Options LLC and Chevron U.S.A. Inc. RUE No. OCS-G/2002 for MP 154 surface wells used as disposal wells for Vicks 251 Unit.	Chevron U.S.A. Inc.	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
694	8/04/2016	Other Misc.	By and between Foothold Energy Options LLC and Chevron U.S.A. Inc., submitted new RUE	Chevron U.S.A. Inc.	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
695	10/14/2004	Letter Agreement - Other Land	Letter Agreement, dated 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement, Terria, Vaca Knob 251 "K"	Chevron U.S.A. Inc. and Noble Energy, Inc.	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
696	07/07/1997	Letter Agreement - Other Land	Letter Agreement, dated July 7, 1997 by and between Chevron U.S.A. Inc. and Semedan Oil Corporation concerning the "Construction, Installation, Operation and Maintenance of the Semedan Oil Pipeline System, Vaca Knob 251" and "Operation and Maintenance of the Semedan Oil Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Semedan Oil Corporation	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
697	04/29/2014	Letter Agreement - Other Land	Letter Agreement, dated April 29, 2014, between Chevron U.S.A. Inc. and Semen Concoro Energy S.A., dated April 29, 2014, between Chevron U.S.A. Inc. and Semen Concoro Energy S.A., concerning the "Construction, Installation, Operation and Maintenance of the Semen Concoro Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Semen Concoro Energy S.A., Inc.	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
698	05/01/1989	Letter Agreement - Other Land	Letter Agreement, dated May 1, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc. concerning the "Construction, Installation, Operation and Maintenance of the Southern Natural Gas Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Southern Natural Gas Company	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
699	09/25/1992	Letter Agreement - Other Land	Letter Agreement, dated September 25, 1992, between Southern Natural Gas Company and Chevron U.S.A. Inc. concerning the "Construction, Installation, Operation and Maintenance of the Southern Natural Gas Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Southern Natural Gas Company	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
700	07/01/1993	Letter Agreement - Other Land	Letter Agreement, dated July 1, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Preexisting Natural Gas Pipelines, Vaca Knob 251"	Chevron U.S.A. Inc. and Southern Natural Gas Company	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
701	08/07/2003	Property Participation & Exchange Agreement	Application Participation Agreement, dated August 7, 2003, to buy or sell between Chevron U.S.A. Inc. and Wapiti Resources Corporation, as amended, concerning certain Offshore Continental Shelf 49-40 Lease, at the Wapiti 49-40 Lease, as more fully provided and described therein.	Chevron U.S.A. Inc. and Wapiti Resources Corporation	Willems Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
702	08/24/2004	Letter Agreement - Other Land	Letter Agreement, dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services, Inc., concerning the "Construction, Installation, Operation and Maintenance of the Williams Field Services Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Williams Field Services, Inc.	W & T ENERGY V LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
703	08/04/2010	Letter Agreement - Other Land	Letter Agreement, dated August 4, 2010, between Chevron U.S.A. Inc. ("Chevron") and Apache Shelf LLC, concerning the "Construction, Installation, Operation and Maintenance of the Apache Shelf Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Apache Shelf LLC	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00	Assume and assign to Credit Bid Purchaser	x	x
704	09/01/2008	Annual Agreement	Annual Agreement, dated September 1, 2008, between Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 322R7, Chukchee 4-2, and Chukchee 4-3, and the Apache Shelf Pipeline System, Vaca Knob 251, concerning the "Construction, Installation, Operation and Maintenance of the Apache Shelf Pipeline System, Vaca Knob 251"	Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc.	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	x
705	12/31/2007	Acquisition / PSA/ Other Purchase or Sale Agreements	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc. as Seller, and Wild Well Control, Inc., as Buyer, concerning Chevron's undivided interest in certain Vicks 40-41, 47-48, 49-50, 60-61, 62-63, 64-65, 66-67, 68-69, 70-71, 72-73, 74-75, 76-77, 78-79, 80-81, 82-83, 84-85, 86-87, 88-89, 90-91, 92-93, 94-95, 96-97, 98-99, 100-101, 102-103, 104-105, 106-107, 108-109, 110-111, 112-113, 114-115, 116-117, 118-119, 120-121, 122-123, 124-125, 126-127, 128-129, 130-131, 132-133, 134-135, 136-137, 138-139, 140-141, 142-143, 144-145, 146-147, 148-149, 150-151, 152-153, 154-155, 156-157, 158-159, 159-160, 161-162, 163-164, 165-166, 167-168, 169-170, 171-172, 173-174, 175-176, 177-178, 179-180, 181-182, 183-184, 185-186, 187-188, 189-190, 191-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 415-416, 417-418, 419-420, 421-422, 423-424, 425-426, 427-428, 429-430, 431-432, 433-434, 435-436, 437-438, 439-440, 441-442, 443-444, 445-446, 447-448, 449-450, 451-452, 453-454, 455-456, 457-458, 459-460, 461-462, 463-464, 465-466, 467-468, 469-470, 471-472, 473-474, 475-476, 477-478, 479-480, 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1218-1219, 1219-1220, 1220-1221, 1221-1222, 1222-1223, 1223-1224, 1224-1225, 1225-1226, 1226-1227, 1227-1228, 1228-1229, 1229-1230, 1230-1231, 1231-1232, 1232-1233, 1233-1234, 1234-1235, 1235-1236, 1236-1237, 1237-1238, 1238-1239, 1239-1240, 1240-1241, 1241-1242, 1242-1243, 1243-1244, 1244-1245, 1245-1246, 1246-1247, 1247-1248, 1248-1249, 1249-1250, 1250-1251, 1251-1252, 1252-1253, 1253-1254, 1254-1255, 1255-1256, 1256-1257, 1257-1258, 1258-1259, 1259-1260, 1260-1261, 1261-1262, 1262-1263, 1263-1264, 1264-1265, 1265-1266, 1266-1267, 1267-1268, 1268-1269, 1269-1270, 1270-1271, 1271-1272, 1272-1273, 1273-1274, 1274-1275, 1275-1276, 1276-1277, 1277-1278, 1278-1279, 1279-1280, 1280-1281, 1281-1282, 1282-1283, 1283-1284, 1284-1285, 1285-1286, 1286-1287, 1287-1288, 1288-1289, 1289-1290, 1290-1291, 1291-1292, 1292-1293, 1293-1294, 1294-1295, 1295-1296, 1296-1297, 1297-1298, 1298-1299, 1299-1300, 1300-1301, 1301-1302, 1302-1303, 1303-1304						

Exhibit B

Redline Revised Plan of Merger

**AGREEMENT AND PLAN OF MERGER
OF
FIELDWOOD ENERGY LLC
INTO
FIELDWOOD ENERGY I LLC
AND
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and- collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. []] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [], 2021 at Docket No. [] (as may be amended, modified, and supplemented, the “Confirmation Order”);

WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);†

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, - “FWE III”);

- b) a new Texas limited liability company shall be formed under the name ‘Fieldwood Energy I LLC’ (“FWE I”);
- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired AssetsInterests) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name ‘Fieldwood Energy I LLC’ and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired AssetsInterests, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name ‘Fieldwood Energy III LLC.’ The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired AssetsInterests (collectively, the “FWE III Assets”), ~~including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”)~~, shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), ~~including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”)~~, shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and

the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from [insert applicable bank account] to an account designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations), and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section 10.12 of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor~~FWE III~~ Oil and Gas Properties ~~or Wind Down Oil and Gas Properties~~) which FWE did not acquire under or pursuant to the Apache PSA and which⁺ ~~(x) are included in the FWE I Assets in whole (and not in part only as to FWE I's interest) and (y)~~ immediately prior to the Effective Time, ~~was~~^{are} used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one

⁺ ~~Note to Draft: FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.~~

hand, and ~~any of (b)(i) Wind Down FWE III~~ Oil and Gas Properties or ~~Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor FWE III~~ Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a ~~Wind Down Asset or a~~ FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable ~~Wind Down FWE III~~ Oil and Gas Properties, ~~Wind Down or FWE III~~ Rights of Way, ~~Predecessor Oil and Gas Properties, or Predecessor Rights of~~ Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

|(g) (h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

|(h) (i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

|(i) (j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

|(j) (k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

|(k) (l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

|(l) (m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, ~~bond~~ loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

|(m) (n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

|(n) (o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

|(o) (p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

|(p) (q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [], [], by and among FWE, [FWE Affiliates] and FWE II].

|(q) (r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

|(r) (s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

|(s) (t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

|(t) (u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

|(u) (v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(v) (w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(w) (x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of FWE I Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(x) (z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(y) (aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(z) (bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(aa) (ee) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(bb) (dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(cc) (ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(dd) (ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(ee) ~~(gg)~~ “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ff) ~~(hh)~~ “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

~~(gg)~~ (ii) “FWE I Permits Obligations” has the meaning ascribed to such term in clause Section 2~~(vi)~~ in Part A of Schedule I attached hereto.

~~(hh)~~ (jj) “FWE I Obligations Permits” has the meaning ascribed to such term in Section 2~~clause (evi)~~ in Part A of Schedule I attached hereto.

(ii) ~~(kk)~~ “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(jj) ~~(ll)~~ “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(kk) ~~(mm)~~ “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ll) ~~(nn)~~ “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(mm) ~~(oo)~~ “FWE II” means [insert Buyer under the Credit Bid Purchase Agreement].

(nn) ~~(pp)~~ “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(oo) ~~(qq)~~ “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(pp) ~~(rr)~~ “FWE III” has the meaning ascribed to such term in the recitals hereto.

(qq) ~~(ss)~~ “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(rr) “FWE III Leases” means all rights, title, and interests of FWE in and to any and all oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature held or owned by FWE or in which FWE holds or owns an interest, other than the FWE I Leases.

(ss) ~~(tt)~~ “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(tt) “FWE III Oil and Gas Properties” means, collectively, the FWE III Leases, the FWE III Units, and the FWE III Wells.

(uu) “FWE III Rights of Way” means all rights, title, and interests of FWE in and to any and all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed held or owned by FWE or in which FWE holds or owns an interest, other than the FWE I Rights of Way.

(vv) “FWE III Units” means the FWE III Leases, together with all pooled, communitized or unitized acreage that includes all or part of any of the FWE III Leases.

(ww) “FWE III Wells” means all rights, title, and interests of FWE in and to any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells in which FWE holds or owns an interest, other than the FWE I Wells.

(xx) (uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(yy) (vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf Lands”), and (iv) any and all Hydrocarbon, water, CO2, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(zz) ~~(ww)~~ “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(aaa) ~~(xx)~~ “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(bbb) ~~(yy)~~ “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Environmental Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(ccc) ~~(zz)~~ “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, isobutane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(ddd) ~~(aaa)~~ “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(eee) ~~(bbb)~~ “Implementation Cost Cap” shall be an amount equal to \$~~1,2~~²300,000.

(fff) ~~(eee)~~ “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ggg) ~~(ddd)~~ “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(hhh) ~~(eee)~~ “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

²Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.

(iii) (fff) "Merger" has the meaning ascribed to such term in the recitals hereto.

(jjj) (ggg) "Obligation" means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; "Obligations" means, collectively, the FWE I Obligations and the FWE III Obligations.

(kkk) (hhh) "P&A Obligations" means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(lll) (iii) "Person" means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(mmm) (jjj) "Plan Effective Date" means the "Effective Date on which" as defined in the Plan of Reorganization/Confirmation Order becomes effective.

(nnn) (kkk) "Plan of Merger" has the meaning ascribed to such term in the recitals hereto.

(ooo) (lll) "Plan of Reorganization" has the meaning ascribed to such term in the recitals hereto.

(ppp) (mmm) "Plugging and Abandonment" and "Plugged and Abandoned" and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets ~~or the FWE III Assets, as applicable~~, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, ~~the Wind Down Wells, or the Predecessor Wells, as applicable~~, or the FWE I Facilities, ~~the Wind Down Facilities, and the Predecessor Facilities, as applicable~~, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets ~~and the FWE III Assets, as applicable~~, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, ~~the Wind Down Wells, and the Predecessor Wells, as applicable~~, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, ~~the Wind Down Leases, and the Predecessor Leases, as applicable~~, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, ~~the Wind Down Leases, and the Predecessor Leases, as applicable~~.

(nnn) "Predecessor Assets" has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) "Predecessor Contracts" has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

~~(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.~~

~~(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.~~

~~(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.~~

~~(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.~~

~~(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.~~

~~(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.~~

~~(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.~~

~~(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.~~

~~(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.~~

~~(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.~~

~~(qqq) (zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.~~

~~(rrr) (aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.~~

~~(sss) (bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.~~

~~(ttt) (eeee) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or~~

discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(uuu) (dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I ~~Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable Assets~~, or the proceeds thereof to third parties.

(vvv) (eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(www) (ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(xxx) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(yyy) (eeee) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(zzz) (hhh) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(aaaa) ~~(jjjj)~~ “TBOC” has the meaning ascribed to such term in the recitals hereto.

~~(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.~~

~~(III) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.~~

~~(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.~~

~~(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.~~

~~(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.~~

~~(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.~~

~~(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.~~

~~(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.~~

~~(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.~~

~~(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.~~

~~(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.~~

~~(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.~~

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction’s choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, ~~on from and after the later of (i)~~ the Plan Effective Date and (ii) the Effective Time, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in- GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule I³¹**FWE I Assets and FWE I Obligations****Part A:**

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed⁴⁻² to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, such ownership interests being the “FWE I Leases”), together with all pooled, communized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,⁵⁻³ on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (such ownership interests being the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, (x) the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests; and (y) rights conveyed to FWE I pursuant to clause (i) and this clause (ii) include all rights of FWE to operate or as to

³¹ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

⁴² **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

⁵³ **Note to Draft:** FWE to-confirmed whether there are anyno wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

operatorship of the FWE I Oil and Gas Properties to the extent such rights were Conveyed to FWE or its affiliates pursuant to the Apache PSA or otherwise derived from rights and interests Conveyed to FWE or its affiliates pursuant thereto;

(iii) (A) all platforms and facilities, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto and all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise), that (a) are located on the lands covered by or appurtenant to, but only to the extent associated with the ownership interests included in, any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or located on the lands covered by or appurtenant to the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the ownership interests included in the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on the lands covered by or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event this clause (c) shall effect an allocation to FWE I only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and (B) such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, but in such case this clause (1) shall effect an allocation to FWE I only as to the ownership interest included in the FWE I Oil and Gas Properties if used or held for use in whole or in part in connection with any of the GOM Shelf Oil and Gas Properties or (2) were acquired by FWE pursuant to the Apache PSA, but in such event this clause (2) shall effect an allocation to FWE I only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (such rights, title, and interests being the ‘FWE I Facilities’);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;⁶, if any;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with

⁶Note to Draft: No proprietary seismic (remains under review).

the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (such rights, title, and interests being the ‘FWE I Rights of Way’);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the ‘FWE I Permits’);⁷⁴

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;⁸⁵

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments ~~that related~~, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, ~~but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder~~ or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A), including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of

⁷⁴ **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

⁸⁵ **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties and in which entity licenses are held.

Hydrocarbons, processing agreements, and service agreements~~, but in all cases (A) solely to the extent relating to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, except as to the contracts or leases listed on Exhibit I-F(ii) and services agreements all of which shall be allocated to FWE I in whole) and (B) excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder (collectively, and together with the agreements referenced in clause (xxii) below), and~~ including the contracts listed on Exhibit I-F attached hereto~~,~~, the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the ~~Plugging and Abandonment~~P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to or used in relation to any of the FWE I Assets or GOM Shelf Oil and Gas Properties⁹; , if any,⁶

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts

⁹ Note to Draft: There are not any memberships that are specific to the FWE I Assets; ~~may need new agreements. Under further review.~~

⁶ Note to Draft: There are not any memberships that are specific to the FWE I Assets.

Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) ~~all rights [to the BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and]~~¹⁰ all area-wide operator

¹⁰ ~~Note to Draft: Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).~~

~~bonds, supplemental bonds, or other securities, or to the extent permitted by applicable law, all rights to~~ any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (~~which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds~~)⁴⁴ or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;⁷

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to (1) the positive amount remaining, if any, obtained by subtracting from (x) \$50.0 million (y) the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I; plus (2) all amounts paid to the Debtors—under or pursuant to the Credit Bid Purchase Agreement for (a) deductibles or retention amounts under applicable insurance policies associated with claims for personal injury or damage to third party property arising from the ownership or operation of the FWE I Assets or the GOM Shelf Oil and Gas Properties and (b) fines and penalties levied or imposed by governmental authorities in respect of the FWE I Assets or the GOM Shelf Oil and Gas Properties;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands—, FWE I Wells—, FWE I Facilities—, and FWE I Rights—~~of Way~~ of Way, as applicable.⁴²⁸

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J⁴³⁻⁹ attached hereto (such assets, collectively, the

⁴⁴ Note to Draft: to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?

⁷ Note to Draft: FWE to confirm if area-wide bonds will be permitted to be allocated and applied to FWE I and FWE III. If allocation is not permitted, then TBD what happens to existing bonds/bonds to be acquired by FWE I and FWE III. Note to Apache: FWE has confirmed that we are not able to allocate the operator number or area wide bonds to FW I.. TBD if any other items picked up by clause (xxi) or whether clause (xxi) can be removed.

⁴²⁸ Note to Draft: If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

⁴³⁹ Note to Draft: Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. INTD:

“FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I’s or GOM Shelf’s, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the “Interim Unpaid P&A Expenses”); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

per HAK, FWE to-confirmed these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287³⁶², Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371³⁶².

Schedule H¹⁴
Wind Down Assets and Wind Down Obligations

Part A:

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

- (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);
- (ii) any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);
- (iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind

¹⁴ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

~~Down Leases, the Wind Down Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);~~

~~(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;~~

~~(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);~~

~~(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);~~

~~(vii) all transportation agreements described on Exhibit II-F attached hereto;¹⁵~~

~~(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and imbalances;~~

~~(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;~~

~~(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);~~

¹⁵ Note to Draft: To be determined if any FERC regulated transportation agreements need FERC waivers.

~~(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;~~

~~(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;~~

~~(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;~~

~~(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);~~

~~(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and~~

~~(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;~~

~~(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and~~

~~(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.~~

Part B:

“Wind Down Obligations” means: ~~all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.~~

Schedule III¹⁶**Predecessor Assets and Predecessor Obligations**Part A:

“Predecessor Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:¹⁷

(i) ~~the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit III-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Predecessor Leases”), together with all pooled, communized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “Predecessor Units”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “Predecessor Lands”);~~

(ii) ~~any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on Exhibit III-B attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit III-B attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “Predecessor Wells” and, together with the Predecessor Leases and the Predecessor Units, the “Predecessor Oil and Gas Properties”);~~

(iii) ~~all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether~~

¹⁶ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

¹⁷ **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.

~~located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way, or the Predecessor Wells, or stored at a different location (onshore or offshore)); and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);~~

~~(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;~~

~~(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);~~

~~(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);~~

~~(vii) all transportation agreements described on Exhibit III-F attached hereto;¹⁸~~

~~(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and imbalances;~~

~~(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;~~

~~(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of~~

¹⁸ Note to Draft: To be determined if any FERC regulated transportation agreements need FERC waivers.

~~Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the "Predecessor Contracts");~~

~~(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;~~

~~(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;~~

~~(xiii) FWE owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;~~

~~(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;~~

~~(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and~~

~~(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;~~

~~(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the "Predecessor Suspense Funds");~~

~~(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and~~

~~(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.~~

~~Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.~~

Part B:

“Predecessor Obligations” means: ~~all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.~~

Schedule of Exhibits¹⁹¹⁰

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases²⁰

¹⁹¹⁰**Note to Draft: FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule II to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

²⁰**Note to Draft: Exhibits II-A – II-G to be attached to Executed Plan of Merger.**

<u>Exhibit II-B:</u>	Wind Down Wells
<u>Exhibit II-C(i)</u>	Wind Down Platforms
<u>Exhibit II-C(ii)</u>	Wind Down Facilities
<u>Exhibit II-D(i)</u>	Wind Down Rights of Way
<u>Exhibit II-D(ii)</u>	Wind Down RUEs
<u>Exhibit II-E</u>	Wind Down FCC Licenses
<u>Exhibit II-F</u>	Wind Down Contracts
<u>Exhibit II-G</u>	Wind Down Inventory
<u>Exhibit III-A:</u>	Predecessor Leases ²⁴
<u>Exhibit III-B:</u>	Predecessor Wells
<u>Exhibit III-C(i)</u>	Predecessor Platforms
<u>Exhibit III-C(ii)</u>	Predecessor Facilities
<u>Exhibit III-D(i)</u>	Predecessor Rights of Way
<u>Exhibit III-D(ii)</u>	Predecessor RUEs
<u>Exhibit III-E</u>	Predecessor FCC Licenses
<u>Exhibit III-F</u>	Predecessor Contracts
<u>Exhibit III-G</u>	Predecessor Inventory
<u>Exhibit III-H</u>	Predecessor Deposits/Eserows/Credit Support

[End of Schedule of Exhibits]

²⁴ Note to Draft: Exhibits III-A – III-H to be attached to Executed Plan of Merger

Exhibit C

Redline Revised First Lien Exit Facility

Current Draft 5/26/21 6/14/21
(Subject to further review and comment)

\$118,599,082.31

THIRD AMENDED AND RESTATED FIRST LIEN TERM LOAN AGREEMENT

Dated as of [], 2021,

Among

[NEWCO],
as Holdings,

[],
as the Borrower,

The Several Lenders
from Time to Time Parties Hereto,

and

GOLDMAN SACHS BANK USA,
as the Administrative Agent and the Collateral Agent

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Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Note
Exhibit C	Form of Interest Period Election Request
Exhibit D1 – D4	Form of Non-Bank Tax Certificate
Exhibit E	Form of Notice of Borrowing
Exhibit F	Form of Hedge Bank Notice
Exhibit G	Form of Collateral Agreement
Exhibit H	Form of Intercreditor Agreement
Exhibit I	Form of Solvency Certificate
Schedule 1.01(a)	Excluded Equity Interests Approved Counterparties
Schedule 1.01(b)	Approved Counterparties Closing Date Investors
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Schedule 3.20	Hedge Agreements
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Schedule 5.06	Existing Indebtedness
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Schedule 5.10	Transactions with Affiliates
Schedule 5.13	Existing Liens
Schedule 5.34	Post-Closing Obligations

Current Draft 5/26/21
(Subject to further review and comment)

THIRD AMENDED AND RESTATED FIRST LIEN TERM LOAN AGREEMENT

This Third Amended and Restated First Lien Term Loan Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of [], 2021, by and among [Newco] (“Holdings”), [] (the “Borrower”), the Lenders from time to time party hereto and Goldman Sachs Bank USA (“GS”), as administrative agent and collateral agent for the Lenders.

WHEREAS, on September 30, 2013, Fieldwood Energy LLC, a Delaware limited liability company (“FWE”), entered into that certain Credit Agreement, by and among, *inter alios*, FWE, certain lenders party thereto from time to time, and Citibank, N.A., as administrative agent and collateral agent, and the other agents party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the effectiveness of the 2018 RBL Credit Agreement (as defined below), the “Original RBL Credit Agreement”);

WHEREAS, on April 11, 2018, in connection with a Joint Prepackaged Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Prior Plan of Reorganization”), which was confirmed by the Bankruptcy Court on April 2, 2018, FWE entered into that certain Amended and Restated Credit Agreement, by and among FWE, Fieldwood Energy Inc., a Delaware corporation (“FWE Inc.”), the financial institutions from time to time party thereto, the issuing banks from time to time party thereto and Cantor Fitzgerald Securities (“CFS”), as administrative agent and as collateral agent (as amended, restated, supplemented or otherwise modified from time to time prior to the effectiveness of the Prepetition FLFO Credit Agreement (as defined below), the “2018 RBL Credit Agreement”), which amended and restated in its entirety the Original RBL Credit Agreement;

WHEREAS, on June 28, 2019, FWE entered into that certain Second Amended and Restated Credit Agreement, by and among, *inter alios*, FWE, FWE Inc., the financial institutions from time to time party thereto, GS, as administrative agent for the lenders thereunder, GS, as issuing bank and CFS, as collateral agent for the lenders thereunder (as amended, restated, supplemented or otherwise modified from time to time prior to the effectiveness of this Agreement, the “Prepetition FLFO Credit Agreement”), which amended and restated in its entirety the 2018 RBL Credit Agreement;

WHEREAS, on August 3, 2020 (the “Petition Date”), FWE Inc., FWE and certain other Affiliates of FWE (each a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code (each case of the Borrower and each other Debtor, a “Case” and collectively, the “Cases”) and have continued in the possession of their assets and the management of their business pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors filed the ThirdFourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Plan of Reorganization”) which was confirmed by the Bankruptcy Court on [], 2021 pursuant to [] (the “Confirmation Order”);

WHEREAS, as contemplated by the Plan of Reorganization, [] (“Credit Bid Purchaser”) entered into that certain Purchase and Sale Agreement, dated as of [] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Bid Purchase Agreement”), by and among, *inter alios*, FWE and certain of its Affiliates, as Sellers (as defined therein) and Credit Bid Purchaser, as Buyer (as defined therein);

WHEREAS, pursuant to the Credit Bid Purchase Agreement, Credit Bid Purchaser (i) purchased and assumed the loans and other outstanding obligations of the Debtors under the Prepetition

“Bankruptcy Court” shall have the meaning set forth in the recitals hereto.

“Benchmark” means, initially, LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to Section 1.09(b), then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

(1) for purposes of Section 1.09(b)(i), the first alternative set forth below that can be determined by the Administrative Agent:

- (a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration; or
- (b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in Section 1.09(b)(i); and

(2) for purposes of Section 1.09(b)(ii), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Company Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar- denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such

(7) Indebtedness issued by Persons (other than the Investors or any of their Affiliates) with a rating of "A" or higher from S&P or "A-2" or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(8) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (7) above; and

(9) in the case of Investments by any Foreign Subsidiary or Investments made in a country outside the United States, other customarily utilized high-quality Investments in the country where such Foreign Subsidiary is located or in which such Investment is made.

"Cash Management Agreement" shall mean any agreement entered into from time to time by the Borrower or any of the Borrower's Restricted Subsidiaries in connection with cash management services for collections, other Cash Management Services and for operating, payroll and trust accounts of such Person, including automatic clearing house services, controlled disbursement services, electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

"Cash Management Bank" shall mean any Person that (a) is (i) at the time it provides Cash Management Services, (ii) on the Closing Date or (iii) at any time after it has provided any Cash Management Services, is a Lender or an Agent or an Affiliate of a Lender or an Agent or (b) is identified on Part A of Schedule 1.01(ba) hereto (as such schedule may be updated from time to time by the Borrower with the consent of the Agent (in its sole discretion)) and, with respect to any Person added to Schedule 1.01(ba) after the Closing Date, has delivered a notice substantially in the form attached hereto as Exhibit F.

"Cash Management Obligations" shall mean obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank in connection with, or in respect of, any Cash Management Services.

"Cash Management Services" shall mean (a) commercial credit cards, merchant card services, purchase or debit cards, including non-card e-payables services, (b) treasury management services (including, but not limited to, controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services) and (c) any other demand deposit or operating account relationships or other cash management services, including any Cash Management Agreement.

"Casualty Event" means, with respect to any Collateral, (a) any damage to, destruction of, or other casualty or loss involving, any property or asset or (b) any seizure, condemnation, confiscation or taking under the power of eminent domain of, or any requisition of title or use of, or relating to, or any similar event in respect of, any property or asset.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"CFS" shall have the meaning set forth in the recitals hereto.

"Change in Law" means (a) the adoption or taking effect of any law, treaty, order, policy, rule or regulation after the Closing Date, (b) any change in any law, treaty, order, policy, rule or regulation or in the administration, interpretation, implementation or application thereof by any Governmental Authority after the Closing Date or (c) the making or issuance of any guideline, request, directive or order enacted or promulgated after the Closing Date by any central bank or other governmental or quasigovernmental authority (whether or not having the force of law); *provided* that notwithstanding anything herein to the contrary, the

and (B) shall only be permitted to the extent that the Administrative Agent shall have received reasonably detailed information supporting such amounts,

(vii) any non-cash impairment charges or asset write-offs, in each case pursuant to GAAP and any non-cash impairment charges, asset write-offs or write-downs, including ceiling test write-downs, on Oil and Gas Properties under GAAP or SEC guidelines,

(viii) any deductions (less any additions) attributable to minority interests except, in each case, to the extent of cash paid or received,

(ix) exploration expenses or costs,

(x) any net after-tax gainslosses (less all fees and expenses or charges relating thereto) attributable to an asset sale (other than of Hydrocarbons in the ordinary course of business) and any Hedge Unwind Event; *provided* that, for purposes of this subclause (x) with respect to any Hedge Unwind Event, the amount of such net-after tax gainslosses shall be added back on a pro rata basis over the remaining period during which the Hedging Obligation which is the subject of the applicable Hedge Unwind Event would have remained outstanding prior to such Hedge Unwind Event;

(xi) the amount of any payments paid by the Borrower or any Restricted Subsidiary pursuant to settlement agreements or similar agreements, in each case, entered into during the pendency of the Cases in connection with the Restructuring Transactions; *provided* that, commencing with the four-fiscal quarter period ending on [March 31, 2022], amounts included in EBITDAX pursuant to this subclause (xi) shall (A) only be permitted to the extent that the Administrative Agent shall have received reasonably detailed information supporting such amounts and (B) not exceed \$2,750,000 in any four-fiscal quarter period; and

(xii) costs and expenses incurred in connection with the Plan of Reorganization, the Restructuring Transactions (as defined in the Plan of Reorganization) (including, for the avoidance of doubt and without duplication of other amounts added back to EBITDAX pursuant to this clause (xii), ongoing funding obligations with respect to FWE III (as defined in the Plan of Reorganization) under the FWE III Funding Agreement; provided that if any amounts with respect to the funding obligations referenced in this parenthetical are reimbursed or otherwise returned to the Credit Parties in a future period, the amount so received in cash in such future period shall be subtracted from EBITDAX for such future period) and the Transactions.

minus (b) the sum of (without duplication and to the extent the amounts described in this clause (b) increased such Consolidated Net Income for the respective period for which EBITDAX is being determined) (i) the amount of all general and administrative expenses and drilling and development costs during such period to the extent capitalized and not deducted from Consolidated Net Income for such period, (ii) any net after-tax lossesgains (less all fees and expenses or charges relating thereto) attributable to an asset sale (other than Hydrocarbons in the ordinary course of business) and any Hedge Unwind Event; *provided* that, for purposes of this subclause (ii) and any Hedge Unwind Event the amount of such net-after tax lossesgains shall reduce EBITDAX on a pro rata basis over the remaining period during which the Hedging Obligation which is the subject of the applicable Hedge Unwind Event would have remained outstanding prior to such Hedge Unwind Event and (iii) non-cash items increasing Consolidated Net Income of the Borrower and the Restricted Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDAX in any prior period); in the case of each of clauses (a) and (b), as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP; *provided* that: (A) there shall be included in determining EBITDAX for any period of four consecutive fiscal quarters, without duplication, the Acquired

“Fee Letter” means that certain letter agreement, dated as of the Closing Date, between the Borrower and the Agents.

“Financial Officer” of any Person means the Chief Financial Officer, principal accounting officer, Treasurer or Assistant Treasurer of such Person.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968, as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973, as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994, as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004, as now or hereafter in effect or any successor statute thereto.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to Adjusted LIBOR.

“Foreign Disposition” shall have the meaning set forth in Section 2.13(a)(ii).

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by Holdings, the Borrower or any of their Subsidiaries with respect to employees employed outside the United States.

“Foreign Subsidiary” means each Subsidiary of the Borrower that is not a Domestic Subsidiary.

“FWE” shall have the meaning set forth in the recitals hereto.

“FWE III Funding Agreement” means that certain Funding Agreement, dated as of [], 2021, by and between Credit Bid Purchaser and FWE.

“FWE Inc.” shall have the meaning set forth in the recitals hereto.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time. For the purposes of this Agreement, the term “consolidated” with respect to any Person means such Person consolidated with its Restricted Subsidiaries, and shall not include the Closing Date Unrestricted Subsidiary, but the interest of such Person in the Closing Date Unrestricted Subsidiary will be accounted for as an Investment.

“Genovesa Well” means the well described in the Latest Reserve Report as MC 519 OCS 27278 #3.

“Goldman Sachs” means Goldman Sachs & Co. LLC.

“Governmental Authority” means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, including a central bank or stock exchange.

transactions, cross-currency rate swap transactions, currency options, total return swap, credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed-price physical delivery contracts, whether or not exchange traded, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement. Notwithstanding the foregoing, agreements or obligations to physically sell any commodity at any index-based price shall not be considered Hedge Agreements.

“Hedge Bank” shall mean (a) any Person (other than the Borrower or any of its Subsidiaries) that (x) is a Lender or Agent or an Affiliate of a Lender or Agent on the Closing Date, (y) at the time it enters into a Hedge Agreement is a Lender or Agent or an Affiliate of a Lender or Agent, or (z) at any time after it enters into a Hedge Agreement it becomes a Lender or Agent or an Affiliate of a Lender or Agent or (b) any Person (other than the Borrower or any of its Subsidiaries) that is identified on Part B of Schedule 1.01(ba) hereto (as such schedule may be updated from time to time by the Borrower with the consent of the Administrative Agent (such consent not to be unreasonably withheld)) and is a party to a Hedge Agreement with the Borrower or a Restricted Subsidiary and has delivered a notice substantially in the form attached hereto as Exhibit F.

“Hedge Unwind Event” means the monetization of a hedge position, whether by mutual agreement to terminate or “tear up”, in connection with the designation of an early termination date (or any similar concept) with respect to, or the settlement of such hedge position.

“Hedge Unwind Proceeds” means any Net Proceeds received by the Borrower and/or its Restricted Subsidiaries in connection with any Hedge Unwind Event.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under Hedge Agreements other than Excluded Swap Obligations.

“Holdings” shall have the meaning set forth in the preamble to this Agreement.

“Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature.

“Hydrocarbons” means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom.

“IBA” shall have the meaning set forth in Section 1.09(b)(i).

“Incur” means issue, assume, guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

“Indebtedness” means, with respect to any Person:

“Investment Grade Securities” means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) securities that have a rating equal to or higher than Baa3 (or equivalent) by Moody’s and BBB- (or equivalent) by S&P, but excluding any debt securities or loans or advances between and among the Borrower and its Subsidiaries,

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property.

“Investors” means the Persons set forth on Schedule 1.01(eb).⁺

“IRS” shall have the meaning set forth in Section 2.15(e)(i).

“Isabela Transaction” means the transactions that occurred in the fourth quarter of 2018 which provide for monthly cash payments to Holdings from BP Exploration and Production Inc. based on a percentage the revenue generated from the Isabela field through 2021 (subject to an annual true-up).

“Judgment Currency” shall have the meaning set forth in Section 8.17(b).

“Junior Debt” means any Indebtedness for borrowed money that is expressly subordinated in right of payment and/or security to the Indebtedness incurred under this Agreement (including, without limitation, the SLTL Facility) (or, in each case, any Refinancing Indebtedness in respect thereof to the extent constituting Junior Debt).

“Junior Lien Obligations” means the Obligations with respect to Junior Debt, which by its terms is intended to be secured by the Collateral on a basis junior to the Loans; *provided* such Lien is permitted to be incurred under this Agreement.

“Latest Reserve Report” means the most recent Reserve Report (or “roll-forward” thereof) delivered pursuant to Section 5.26(a) through (d).

⁺NTD: To identify Investors (other than management) holding > 5% on the Closing Date.

“Mexico Liquidity Event” means any sale or other monetization of Mexico Assets.

“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Mortgaged Properties” means the owned real property, and any Oil and Gas Properties constituting real property interests, of the Borrower or any Subsidiary Guarantor encumbered by a Mortgage. Notwithstanding any provision in this Agreement or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Laws) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Laws) included in the definition of “Mortgaged Property” and no Building or Manufactured (Mobile) Home shall be encumbered by this Agreement or any other Loan Document; *provided*, that (a) such Building and Manufactured (Mobile) Home exclusion shall not exclude any interests in any lands, Hydrocarbons or other property situated under, in, or adjacent to any such Building or Manufactured (Mobile) Home and (b) for the avoidance of doubt, neither the Borrower nor any Restricted Subsidiary shall permit to exist any Lien on any Building or Manufactured (Mobile) Home except Permitted Liens.

“Mortgages” means, collectively, the mortgages, trust deeds, deeds of trust and other security documents (if any) delivered with respect to Mortgaged Properties, as amended, supplemented, or otherwise modified from time to time.¹

“Multiemployer Plan” means any Employee Benefit Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Income” means, with respect to any Person, the net income (loss) of such Person and its Restricted Subsidiaries, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

“Net Proceeds” means the aggregate cash proceeds received by Holdings, the Borrower or any Restricted Subsidiary in respect of any Asset Sale, Casualty Event (including, without limitation, any payments pursuant to purchase price adjustments and any cash payments received by way of earnout, deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), Extraordinary Receipt Event or Debt/Equity Incurrence Prepayment Event, net of the direct costs relating to such Asset Sale, Casualty Event, Extraordinary Receipt Event or Debt/Equity Incurrence Prepayment Event (including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions), and any relocation expenses Incurred as a result thereof, taxes paid or payable as a result thereof (including Tax Distributions and after taking into account any available tax credits or deductions and any tax sharing arrangements related solely to such disposition), amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required to be paid as a result of such transaction, amounts paid in connection with the termination of Hedging Obligations related to Indebtedness repaid with such proceeds or hedging oil, natural gas and natural gas liquid production in notional volumes corresponding to the Oil and Gas Properties subject to such Asset Sale, Casualty Event, Extraordinary Receipt Event or Debt/Equity Incurrence Prepayment Event, and any deduction of appropriate amounts to be provided by the Borrower as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Borrower after such sale or other disposition thereof, including, without limitation, pension and other post-

¹ NTD: To be updated to specifically reflect documentation to be entered into on the emergence date.

letters of credit or bankers acceptances issued pursuant to the request of and for, or completion guarantees provided for, the account of such Person in the ordinary course of its business; provided that the amount of cash deposits provided to secure such obligations shall not exceed, at any time outstanding, ~~20%~~ of the then-outstanding notional amounts of such obligations;

(5) minor survey exceptions, minor encumbrances, restrictive covenants, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) (A) Liens on the Collateral (including Liens on Collateral granted pursuant to the Prepetition Loan Documents to secure the obligations arising under the Prepetition Loan Documents) securing Indebtedness that was permitted to be Incurred pursuant to clauses (i) and, (ii) and, solely with respect to Secured Hedge Obligations, (viii), in each case, of Section 5.06(b) and any Refinancing Indebtedness in respect thereof Incurred pursuant to clause (xi) of Section 5.06(b), in each case subject to the Intercreditor Agreement;

(B) Liens securing Indebtedness permitted to be Incurred pursuant to clause (iv) (solely with respect to Liens on the assets subject to such Indebtedness and to the extent such Lien is incurred within 180 days of the acquisition, lease, construction, repair, replacement or improvement of property (real or personal)), and (xvii) (solely with respect to Liens on the equipment financed by such Indebtedness) of Section 5.06(b) and any Refinancing Indebtedness in respect thereof Incurred pursuant to clause (xi) of Section 5.06(b); and

(C) Liens on cash collateral securing Indebtedness permitted to be Incurred pursuant to clause (xiv) of Section 5.06(b);

(7) Liens existing on the Closing Date listed on Schedule 5.13;

(8) Liens securing Indebtedness or other obligations of the Borrower or a Restricted Subsidiary owing to the Borrower or another Restricted Subsidiary that is a Subsidiary Guarantor permitted to be Incurred in accordance with Section 5.06;

(9) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(10) leases and subleases of real property (other than Oil and Gas Properties) which do not materially interfere with the ordinary conduct of the business of the Borrower or any of the Restricted Subsidiaries;

(11) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Borrower and the Restricted Subsidiaries in the ordinary course of business;

(12) Liens in favor of the Borrower or any Guarantor;

(13) Liens on accounts receivable and related assets of the type specified in the definition of "Receivables Financing" Incurred in connection with a Qualified Receivables Financing;

Collateral Agreement (except that such Credit Parties shall not be required to pledge any Excluded Equity Interests).

(o) On the Closing Date, the Administrative Agent shall have received a solvency certificate substantially in the form of Exhibit I hereto and signed by a Financial Officer of the Borrower.

(p) The Administrative Agent shall have received a Reserve Report evaluating the Acquired Interests constituting Proved Reserves of the Credit Parties with a recent “as of” date, in form and substance acceptable to the Administrative Agent (it being understood and agreed that the Reserve Report delivered with an “as of” date of December 31, 2020 is satisfactory to the Administrative Agent).

(q) The Credit Parties shall have aggregate Unrestricted Cash as of the Closing Date on a pro forma basis (including after payment of Restructuring Expenses (as defined in the Plan of Reorganization) and separate from additional cash reserves to be established on the Closing Date for anticipated litigation settlements (to the extent known to be payable by the Credit Parties or otherwise required under GAAP to be included on the face of the Credit Parties’ financial statements) of at least \$[_____] of not less than \$100,000,000.

(r) The Credit Parties shall (x) be in pro forma compliance (after giving effect to the Transactions and the Restructuring Transactions (as defined in the Plan of Reorganization)) with (i) a Consolidated Total Net Leverage Ratio (calculated, solely for the purposes of this Section 4.01(r), assuming EBITDAX of \$[_____]⁴) of not greater than 2.25:1.00 and (ii) an Asset Coverage Ratio (calculated utilizing the Reserve Report delivered pursuant to Section 4.01(p), but rolled forward to a date, and based on a price deck, in each case, satisfactory to the Administrative Agent in its sole discretion) of not less than 2.25:1.00 and (y) shall have delivered a certification of a Financial Officer of the Borrower as to such compliance and attaching calculations in form and substance reasonably satisfactory to the Administrative Agent in its sole discretion.

(s) The Agents shall have received all fees payable thereto (including pursuant to the Fee Letter) on or prior to the Closing Date and, to the extent invoiced, all other amounts due and payable pursuant to the Loan Documents on or prior to the Closing Date, including, to the extent invoiced at least one (1) Business Day prior to the Closing Date, reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of Vinson & Elkins LLP) required to be reimbursed or paid by the Credit Parties hereunder or under any Loan Document.

(t) The Administrative Agent shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation, the USA PATRIOT Act and the Beneficial Ownership Regulation, that has been requested not less than ten (10) Business Days prior to the Closing Date.

(u) On the Closing Date, all representations and warranties made by any Credit Party contained herein or in the other Loan Documents shall be true and correct in all material respects (or with respect to representations and warranties that contain a materiality qualifier, in all respects) with the same effect as though such representations and warranties had been made on and as of such date (~~except~~ where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true⁴ and correct in all material respects or with respect to representations and warranties that contain a materiality qualifier, in all respects) as of such earlier date).

⁴ NTD: To come.

substances to the Administrative Agent and duly pledged as Collateral under the Collateral Agreement; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary holding such Indebtedness ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Borrower or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien but not the transfer thereof upon foreclosure) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (vii);

(viii) Hedging Obligations that are not incurred for speculative purposes, including, for the avoidance of doubt (1) any Hedging Obligations for the purpose of fixing or hedging interest rate risk with respect to any Indebtedness that is permitted by the terms of this Agreement to be outstanding; (2) any Hedging Obligations for the purpose of fixing or hedging currency exchange rate risk with respect to any currency exchanges; or (3) any Hedging Obligations for the purpose of fixing or hedging commodity price risk with respect to any commodity purchases or sales (including, without limitation, any commodity Hedging Obligation that is intended in good faith, at inception of execution, to hedge or manage any of the risks related to existing and/or forecasted Hydrocarbon production (whether or not contracted)) and, in each case, extensions or replacements thereof;

(ix) Indebtedness or Disqualified Stock of the Borrower or Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount or liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and Incurred pursuant to this clause (ix) does not exceed \$10,000,000 at the time of Incurrence;

(x) any guarantee by the Borrower or any Restricted Subsidiary of Indebtedness or other obligations of the Borrower or any Subsidiary Guarantor so long as the Incurrence of such Indebtedness Incurred by the Borrower or such Subsidiary Guarantor is permitted under the terms of this Agreement; *provided* that if such Indebtedness is by its express terms subordinated in right of payment to the Loans or the Guarantee of such Restricted Subsidiary, as applicable, any such guarantee with respect to such Indebtedness shall be subordinated in right of payment to the Loans or such Guarantee, as applicable, substantially to the same extent as such Indebtedness is subordinated to the Loans or the Guarantee, as applicable;

(xi) the Incurrence by the Borrower or any of the Restricted Subsidiaries of Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary that serves to refund, refinance or defease any Indebtedness Incurred or Disqualified Stock or Preferred Stock issued as permitted under clauses (i), (ii), (iii), (iv), (ix), (x), (xiv) and (xviii) of Section 5.06(b) up to the outstanding principal amount (or, if applicable, the liquidation preference face amount, or the like) or, if greater, committed amount (only to the extent the committed amount could have been Incurred on the date of initial Incurrence) of such Indebtedness or Disqualified Stock or Preferred Stock, in each case at the time such Indebtedness was Incurred or Disqualified Stock or Preferred Stock was issued pursuant to clauses (i), (ii), (iii), (iv), (ix), (x), (xiv) and (xviii) of Section 5.06(b), or any Indebtedness, Disqualified Stock or Preferred Stock Incurred to so substantially concurrently refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock, including any additional Indebtedness, Disqualified Stock or Preferred Stock Incurred to pay accrued and unpaid interest, penalties, premiums (including tender premiums), expenses, defeasance costs, commissions, underwriting discounts and fees in connection therewith (subject to the following proviso, “Refinancing Indebtedness”) prior to its respective maturity; *provided, however*, that such Refinancing Indebtedness:

(d) Upon the Administrative Agent's receipt of a written notice from the Borrower that the Borrower intends to exercise the Cure Right (a "Notice of Intent to Cure"), until the expiration of the applicable Cure Period, neither the Administrative Agent (nor any sub-agent therefor) nor any Lender shall exercise any right to accelerate the Loans, and none of the Administrative Agent (nor any sub-agent therefor) nor any Lender or Secured Party shall exercise any right to foreclose on or take possession of the Collateral or any other right or remedy under the Loan Documents solely on the basis of the relevant failure to comply with any financial covenant.

ARTICLE VII

The Agents

SECTION 7.01. Appointment.

(a) Effective on the Closing Date, and without the need to provide any notices, CFS has resigned as Collateral Agent under the Prepetition FLFO Credit Agreement. On and after the Closing Date, (i) any reference to CFS as the Collateral Agent on any publicly filed document, to the extent such filing relates to the Liens and security interests in the Collateral, shall, until such filing is modified to reflect the interests of the Collateral Agent with respect to such Liens and security interests, constitute a reference to CFS as sub-agent of the Collateral Agent, as applicable; and (ii) any reference to CFS as Collateral Agent in any pledge agreement, security agreement, mortgage, intellectual property security agreement or other Security Document shall, until the Collateral Agent is substituted thereunder (whether by operation of law or by subsequent amendment, assignment, filing or other instrument), constitute a reference to CFS as sub-agent of the Collateral Agent and, in each case of clauses (i) and (ii), the parties hereto agree that CFS's role as such sub-agent shall impose no duties, obligations, or liabilities on CFS, including, without limitation, any duty to take any type of direction regarding any enforcement action to be taken against such Collateral, whether such direction comes from the Administrative Agent or the Collateral Agent, the Required Lenders, or otherwise, and CFS shall have the full benefit of the protective provisions of (A) the Prepetition FLFO Credit Agreement including, without limitation, Article VIII and Section 9.05 of the Prepetition FLFO Credit Agreement while serving in such capacity and (B) of this Agreement while serving in such capacity including Article VII; *provided*, that CFS shall reasonably cooperate with the Borrower, the Administrative Agent and the Collateral Agent (at the Borrower's sole cost and expense) to take such actions from time to time, including after the Closing Date, as are reasonably requested by the Borrower, the Administrative Agent and/or the Collateral Agent to assign or transfer such security interest to the Collateral Agent. CFS makes no representation or warranty regarding the validity, enforceability, or effectiveness of any Loan Document or any 'Loan Document' under the Prepetition FLFO Credit Agreement, the validity or sufficiency of any document to be entered into pursuant to this Section 7.01(a), or the existence, priority or perfection of the Liens to be assigned or deemed assigned by CFS pursuant to this Section 7.01(a). Any documents delivered by CFS pursuant to this Section 7.01(a) shall be without recourse, representation or warranty by CFS, and the Borrower agrees to reimburse CFS for all out-of-pocket fees and expenses (including attorneys' fees) in connection therewith in accordance with Section 9.05(a) of the Prepetition FLFO Credit Agreement. Each of the Administrative Agent, the Collateral Agent, the Lenders, Holdings and the Borrower hereby agree that any and all releases provided for under Section 10.7(a) of the Plan of Reorganization and Section [] of the Confirmation Order shall include release of CFS with respect to this Section 7.01(a) in favor of CFS, its equityholders, affiliates, agents, attorneys, employees, directors, and officers and the successors, assigns, heirs and representatives of each of the foregoing.

(b) Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan

Each Lender hereunder (x) consents to the amendment of any Loan Document in the manner and for the purposes set forth in this Section 8.01(a), (y) agrees that it will be bound by and will take no actions contrary to the provisions of any amendment to any Loan Document pursuant to Section 8.01(a) and (z) authorizes and instructs the Administrative Agent to enter into any amendment to any Loan Document pursuant to this Section 8.01(a) on behalf of such Lender.

The Administrative Agent shall receive an Officers' Certificate as conclusive evidence that any amendment executed pursuant to this Section 8.01(a) complies with the requirements of this Section 8.01(a), is permitted or authorized by this Agreement and is the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms.

(b) With Consent of the Lenders. The Borrower and the Administrative Agent may amend this Agreement and the other Loan Documents with the written consent of the Required Lenders, and any past default or noncompliance with any provisions may be waived with the consent of the Required Lenders. Notwithstanding the foregoing, without the consent of each Lender of an affected Loan (but not the Required Lenders), no amendment may:

(i) increase or reduce the principal amount of such Loans or waive or extend the time for payment of any portion of the principal amount thereof (it being understood that a waiver, deferral, reduction or other adjustment to a mandatory prepayment under Section 2.13 shall only require the consent of the Required Lenders),

(ii) reduce the rate of, or extend the time for payment of interest on, any Loan, (it being understood that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the default rate under Section 2.06(b) or amend Section 2.06(b)),

(iii) reduce the principal of or change the Stated Maturity of any Loan (it being understood that a waiver, deferral, reduction or other adjustment to a mandatory prepayment under Section 2.13 shall only require the consent of the Required Lenders),

(iv) reduce the premium payable (if any) upon prepayment of any Loan or change the time at which any such premium must be paid,

(v) make any Loan payable in money other than that stated in this Agreement,

(vi) consent to the transfer of the Borrower's obligations under this Agreement and/or the other Loan Documents,

(vii) waive, amend or modify the provisions of Section 2.19~~7~~ or Section 6.02 in a manner that would alter the pro rata sharing of payments required thereby (except in connection with a transaction permitted under Section 8.06(e) and Section 8.07),

(viii) make any change in the second sentence of this Section 8.01(b) or the definition of the term "Required Lenders," or any other provision hereof expressly specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Document,

(ix) (A) release all or substantially all of the value of the Guarantee or release all or substantially all of the Collateral, in each case, whether in one or more transactions, (except as otherwise permitted herein or in the other Loan Documents) or (B) subordinate the Loan Obligations or a Lien on a material portion of the Collateral, taken as a whole, (as determined by the Borrower in

have been voted in the same percentage as all other Lenders that are not Affiliated Lenders voted if necessary to give legal effect to this clause) under any Loan Document;

(iii) the aggregate principal amount of Loans held at any one time by Affiliated Lenders may not exceed 30% of the aggregate principal amount of all Loans outstanding at such time under any facility under this Agreement; and

(iv) any such Loans acquired by an Affiliated Lender may, with the consent of the Borrower, be contributed to the Borrower and exchanged for debt or equity securities that are otherwise permitted to be issued at such time (and such contribution and/or exchange shall be permitted hereunder notwithstanding the non-pro rata reduction and repayment of such Lender's Loans hereunder as a result thereof).

For the avoidance of doubt, assignments to Affiliated Institutional Lenders will be permitted hereunder and the foregoing limitations in this clause (e) shall not be applicable to Affiliated Institutional Lenders; *provided* that, notwithstanding anything in Section 8.01 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Credit Party therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Loans held by Affiliated Institutional Lenders may not account for more than 49.9% (pro rata among such Affiliated Institutional Lenders) of the Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Section 8.01.

SECTION 8.07. Replacements of Lenders Under Certain Circumstances. (a) If any Lender (i) requests reimbursement for amounts owing pursuant to Section 2.08, 2.09 or 2.15 (other than Section 2.15(b)) or (ii) is affected in the manner described in Section 2.08(a)(iii) and as a result thereof of the action described in Section 2.08(b) is required to be taken, then, *provided* that no Event of Default then exists, the Borrower shall, upon five (5) days' notice to the Administrative Agent and the relevant Lender, have the right to replace such Lender by deeming such Lender to have assigned its Loans hereunder to one or more assignees reasonably acceptable to the Administrative Agent; *provided* that (1) such replacement does not conflict with any Requirement of Law, (2) all Loan Obligations (other than any disputed amounts pursuant to Section 2.08, 2.09, 2.11 or 2.15, as the case may be) owing to such Lender being replaced shall be paid in full to such Lender concurrently with such assignment and the Borrower shall pay any premium that would have been due if the Loans were prepaid, and (3) the replacement Lender shall purchase the foregoing by paying to such Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. No action by or consent of the replaced Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment, the Borrower, the Administrative Agent, such replaced Lender and the replacement Lender shall otherwise comply with Section 8.06 (*provided* that the Borrower shall be obligated to pay the registration and processing fee referred to therein). Any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 8.01(b) requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent, then, *provided* that no Event of Default (other than an Event of Default relating to the proposed amendment, waiver, discharge or termination) then exists, the Borrower shall, upon five (5) days' notice to the Administrative Agent and the relevant Lender, have the right (unless such Non-Consenting Lender grants such consent) to replace such Non-Consenting Lender by deeming such Non-Consenting Lender to have

Solely for the purposes of Section 7.01(a):

CANTOR FITZGERALD SECURITIES, in its capacity as
collateral agent under the Prepetition FLFO Credit
Agreement

By: _____
Name:
Title:

[Signature Page to Credit Agreement]

Exhibit D

**Redline of Leases, Rights of Way and Rights of Use and Easement Related to
Purchased Oil & Gas Lease Interests**

Purchased Oil & Gas Lease Interests*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
BS 25	G31442	Federal	RT	2/1/2008	2,079	Tana Exp	25%	UNIT	
BS 25	SL19718	SL-LA	WI	7/9/2008	154	Tana Exp	25%	Active	
BS 45	SL15683	SL-LA	WI A	4/14/1997	–	Southern Oil of Louisiana	38%	UNIT	[2]
BS 52	SL17675	SL-LA	WI A	12/16/2002	–	Southern Oil of Louisiana	38%	UNIT	[3]
BS 52	SL17860	SL-LA	WI	8/18/2003	–	Southern Oil of Louisiana	15%	UNIT	
EC 345	G15156	Federal	ORRI	8/1/1995	2,500	Talos ERT	1%	PROD (production ceased 4/28/20)	
EW 1009	G34878	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	

* The Debtors and the Consenting FLTL Lenders reserve the right to amend, modify, or supplement this schedule subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which the Credit Bid Purchaser is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache and/or held by GOM Shelf); as to all remaining leases on this schedule (except those referenced in footnotes [5]-[7] below), the Credit Bid Purchaser is to obtain all of the Debtors' right, title and interest in such leases.
- [2] This lease has different ownership in 4 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 4 portions.
- [3] This lease has different ownership in 3 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 3 portions.
- [4] Fieldwood Energy Offshore has two ORRIs: a 1.225% ORRI from assignment filed with BOEM 2/09/2015 and another 3.43% (or 49% of 7%) ORRI that is granted each year. However, as to the SS 005 ST01 well, its combined ORRI is only 3.92% until 5.8 million barrels of oil equivalent from this well.
- [5] The Credit Bid Purchaser to acquire record title solely as to the W/2 and SE/4 of the block. The record title and the Debtors' operating rights solely as to the NE/4 of the block are to be abandoned.
- [6] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in this lease are to be abandoned.
- [7] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.

Legend: OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; ORRI - Overriding Royalty Interest; RT A - Record Title A; RT B - Record Title B; WI - Working Interest; WI A - Working Interest A

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
MP 316	G36231	Federal	RT	7/1/2018	5,000	Fieldwood En Off	<u>50%</u>	PRIMARY	
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	ORRI	5/1/1974	2,500	Fieldwood En	4%	PROD	[1]
SM 40	G13607	Federal	RT	8/1/1992	5,000	Fieldwood En Off	100%	TERMIN	
SM 41	G01192	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[1]
SM 48	00786	Federal	ORRI	2/24/1960	5,000	Fieldwood En	3%	PROD (production ceased 8/16/20)	[1]
SP 61	G01609	Federal	ORRI	7/1/1967	5,000	Fieldwood En	19%	UNIT	[6]
SS 301	G10794	Federal	RT	5/1/1989	5,000	Fieldwood En Off	65%	SOP extension request pending	[1]
SS 301	G10794	Federal	OP 1	5/1/1989	5,000	Fieldwood En Off	100%	SOP extension request pending	[1]
SS 313	G36362	Federal	RT	11/01/2018	5,000	Fieldwood En	<u>100%</u>	PRIMARY	
SS 358	G36122	Federal	RT	11/01/2017	5,000	Fieldwood En Off	<u>100%</u>	PRIMARY	
SS 79	G15277	Federal	RT	8/1/1995	5,000	Fieldwood En Off	33%	PROD	
SS 79	G15277	Federal	OP 1	8/1/1995	5,000	Fieldwood En Off	51%	PROD	
ST 287	G24987	Federal	RT	5/1/2003	5,000	Fieldwood En	100%	PROD	
ST 287	G24987	Federal	OP 1	5/1/2003	5,000	Fieldwood En	100%	PROD	
ST 287	G24987	Federal	OP 2	5/1/2003	5,000	Fieldwood En	50%	PROD	
ST 308	G21685	Federal	RT	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 1	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 2	6/1/2000	5,000	Fieldwood En	50%	PROD	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]

Exhibit E

**Redline of Leases, Rights of Way and Rights of Use and Easement Related to
FWE I Oil & Gas Lease Interests**

Leases Related to FWE I Oil & Gas Lease Interests*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes [†]
BA 491	G06069	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
BA A105	G01757	Federal	RT	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[6]
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[6]
BA A-105	G01757	Federal	OP 1	7/1/1968	5,760	Fieldwood En	6.3%	PROD	[6]
BA A133	G02665	Federal	OP	7/1/1974	5,760	GOM Shelf	12.5%	PROD	[1], [6]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1], [6]
BA A19	G33399	Federal	RT	1/1/2010	5,760	Apache Shelf Exp	100.0%	EXPIR	
BA A47	G03940	Federal	RT	3/1/1979	5,760	Fieldwood En	33.3%	TERMIN	
BA A47	G03940	Federal	OP	3/1/1979	5,760	Fieldwood En	100.0%	TERMIN	
BA A69	G32733	Federal	RT	11/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
BS 39	G33683	Federal	RT	7/1/2010	1,237	Petsec En	18.8%	RELINQ	
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	13.1%	TERMIN	[3]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	TBD	TERMIN	[3]

* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases owned by GOM Shelf LLC.
- [2] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache; the Credit Bid Purchaser will acquire the Debtors' remaining right, title and interest in such leases. As to all remaining leases on this schedule (except the leases referenced in footnotes [3]-[7] below), FWE I is to obtain all of FWE's right, title and interest in such leases.
- [3] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. FWE III will acquire the Debtors' remaining right, title and interest in such leases.
- [4] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [5] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [6] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be acquired by Chevron.
- [7] Represents leases in which (i) FWE I is to acquire solely the right, title and interest acquired by FWE from Apache and (ii) FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron. The Debtors' remaining right, title and interest in such leases are to be abandoned.

Legend: CONT - Contractual; OP - Operating Rights; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; OP 7 - Operating Rights 7; OP 10 - Operating Rights 10; OP 11 - Operating Rights 11; OP 12 - Operating Rights 12; OPRTS - Operating Rights; OPRTS Cont - Operating Rights / Contractual; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; WI - Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes [†]
ST 49	G24956	Federal	OP	6/1/2003	5,000	Fieldwood En	100.0%	PROD	
ST 50	G34331	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 1	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 2	3/1/1979	5,000	Fieldwood En	25.0%	PROD	[2]
ST 59	G31404	Federal	RT	2/1/2008	5,000	LLOG Exp Off	25.0%	RELINQ	
ST 64	G33106	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
ST 67	00020	Federal	CONT	4/25/1947		Fieldwood En	79.7%	UNIT	[2]
SX 17	G04143	Federal	RT	10/1/1979	2,042	Apache	92.3%	RELINQ	
SX 17	G04143	Federal	OP	10/1/1979	2,042	Apache	20.0%	RELINQ	
VK 118	G33697	Federal	RT	5/1/2010	5,760	Apache Shelf Exp	75.0%	EXPIR	
VK 203	G07890	Federal	RT	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 203	G07890	Federal	OP	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	RT	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	OP	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	
VK 251	G10930	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 340	G10933	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 384	G16541	Federal	OP	6/1/1996	5,760	Chevron USA	20.0%	TERMIN	
VK 692/693	G07898	Federal	RT	9/1/1985	4,773	Fieldwood En	56.9%	TERMIN	
VK 694	G13055	Federal	RT	7/1/1991	3,214	Fieldwood En	53.1%	TERMIN	
VK 694	G13055	Federal	OP	7/1/1991	3,214	Fieldwood En	92.1%	TERMIN	
VK 698	G07901	Federal	RT	8/1/1985	4,996	Fieldwood En	52.4%	TERMIN	
VK 736	G13987	Federal	RT	7/1/1993	4,742	Fieldwood En	100.0%	TERMIN	
VK 780	G06884	Federal	RT	6/1/1984	5,760	Fieldwood En	100.0%	TERMIN	
VK 824	G15436	Federal	RT	9/1/1995	5,760	Apache	100.0%	RELINQ	
VK 856	G34872	Federal	RT	7/1/2013	877	Apache Shelf Exp	75.0%	RELINQ	
VK 899	G34408	Federal	RT	8/1/2012	1,553	Apache Shelf Exp	100.0%	EXPIR	
VR 115	G33593	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 128	G33594	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 131	00775	Federal	OP	5/1/1960	4,923	Talos En Off	72.5%	TERMIN	
VR 146	G33084	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
VR 156	G34251	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 160	G34252	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 161	G34253	Federal	RT	10/1/2012	4,868	Apache Shelf Exp	100.0%	RELINQ	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes [†]
VR 252	G05431	Federal	ORRI	7/1/1983	4,454	Castex Off	2.0%	PROD	
VR 253	G17912	Federal	ORRI	7/1/1997	5,000	Castex Off	0.6%	PROD	
VR 26	00297	Federal	OP 1	11/26/1946	4,646	Apache Shelf	100.0%	TERMIN	
VR 26	00297	Federal	OP 2	11/26/1946	4,646	Apache Shelf	25.0%	TERMIN	
VR 26	00297	Federal	RT	11/26/1946	4,646	Apache Shelf	50.0%	TERMIN	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	75.0%	TERMIN	[6]
VR 261	G03328	Federal	OP 2	4/1/1976	5,429	Fieldwood En	37.5%	TERMIN	[6]
VR 261	G03328	Federal	ORRI	4/1/1976		Fieldwood En	6.3%	TERMIN	[6]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	75.0%	RELINQ	[4]
VR 265	G01955	Federal	RT	1/1/1970	5,000	Fieldwood En	100.0%	SOP	
VR 27	G01329	Federal	OP 2	12/1/1962	1,902	Apache Shelf	100.0%	TERMIN	
VR 27	G01329	Federal	OP 1	12/1/1962	1,902	Apache Shelf	25.0%	TERMIN	
VR 27	G01329	Federal	RT	12/1/1962	1,902	Apache Shelf	50.0%	TERMIN	
VR 271	G04800	Federal	OP	9/1/1981	4,418	Castex Off	12.5%	PROD	
VR 326	G21096	Federal	RT	6/1/1999	5,000	Fieldwood En	70.3%	TERMIN	
VR 332	G09514	Federal	CONT	3/30/1988		Fieldwood En	50.0%	PROD	[3]
VR 34	G01356	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 34	G01356	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 34	G01356	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00548	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00549	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 356	G17921	Federal	ORRI	8/1/1997	4,093	EnVen En Vent	2.6%	PROD	
VR 36	G01357	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 36	G01357	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 36	G01357	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 369	G02274	Federal	OP 4	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	OP 3	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	RT	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	Unit	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 374	G32153	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
VR 380	G02580	Federal	RT	5/1/1974	5,000	Fieldwood En	100.0%	PROD	

Exhibit F

**Redline of Leases, Rights of Way and Rights of Use and Easement Related to
FWE III Oil & Gas Lease Interests**

Leases Related to FWE III Oil & Gas Lease Interests*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	10%	TERMIN	[1]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	25%	TERMIN	[1]
EC 257	G21580	Federal	OP 1	7/1/2000	5,000	Fieldwood En Off	100%	TERMIN	
GA 241	G01772	Federal	OP 1	7/1/1968	1,440	Fieldwood En Off	100%	TERMIN	
GA 241	G01773	Federal	RT	7/1/1968	1,440	Fieldwood En Off	100%	TERMIN	
GA 255	G01777	Federal	RT	7/1/1968	5,760	Fieldwood En Off	100%	TERMIN	
GI 83	G03793	Federal	RT	6/1/1978	5,000	Fieldwood En Off	100%	TERMIN	
HI A-4467	G0235902 360	Federal	RT	8/1/1973	5,760	Bandon O&G	100%	TERMIN	
HI A-447MP 112	G0236009 707	Federal	RT	86/1/197388	5,7604,995	Bandon O&G Fieldwood En Off	100%	TERMIN RELIN Q	
MP 154	G10902	Federal	RT	7/1/1989	4,995	Fieldwood En Off	100%	TERMIN	
MP 112	G09707	Federal	RT	6/1/1988	4,995	Fieldwood En Off	100%	RELINQ	-
SM 39	G16320	Federal	RT	7/1/1996	5,000	Fieldwood En Off	50%	PROD	
ST 242	G23933	Federal	RT	6/1/2002	5,000	Fieldwood En Off	60%	TERMIN	
VR-314	G05438	Federal	OP-2	7/1/1983	5,000	Fieldwood En Off	50%	PROD	-
VR-315	G04215	Federal	OP-1	1/1/1980	5,000	Dynamic Off Res	50%	TERMIN	-
VR-332	G09514	Federal	OP-1	7/1/1988	5,000	Fieldwood En	67%	PROD	[1]
VR-332	G09514	Federal	RT	7/1/1988	5,000	Fieldwood En	100%	PROD	[1]
VR 333	G14417	Federal	RT	7/1/1994	4,201	Fieldwood En Off	67%	TERMIN	
VK-113	G16535	Federal	RT	6/1/1996	5,760	Fieldwood En Off	100%	TERMIN	-
VK-251	G10930	Federal	OP-1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	[1]
VK-340	G10933	Federal	OP-1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	[1]
WC 100	G22510	Federal	RT	7/1/2001	5,000	Fieldwood En Off	100%	RELINQ	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	50%	TERMIN	[1]

* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which Fieldwood III is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule, FWE III is to obtain all of the Debtors' right, title and interest in such leases.

Legend: CONT – Contractual; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; RT - Record Title~~—~~_—

VR 315	G04215	Federal	OP 1	1/1/1980	5,000	Dynamic Off Res	50%	TERMIN	
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FWE III ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
11987	Fieldwood	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320

[Energy, LLC](#)

Exhibit G

**Redline of Leases, Rights of Way and Rights of Use and Easement Related to
FWE IV Oil & Gas Lease Interests**

Leases Related to FWE IV Oil & Gas Lease Interests*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100%	TERMIN	
BA A-105	G01757	Federal	RT A	7/1/1968	5,760 4,320	Fieldwood En	56.3%	PROD	[3]
BA A-105	G01757	Federal	RT B	7/1/1968	5,760 1,440	Fieldwood En	100%	PROD	[1]
BA A-105	G01757	Federal	OP 1	7/1/1968	4,320	Fieldwood En	56%	PROD	[3]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25%	PROD	[1]
EB 158	G02645	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	6667%	PROD	
EB 158	G02645	Federal	OP 1	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	
EB 159	G02646	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	6667%	PROD	
EB 159	G02646	Federal	OP 1	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100%	PROD	[2]
EB 160	G02647	Federal	OP 1	7/1/1974	5,760	Fieldwood SD Off	100%	PROD	

* The Debtors and CUSA reserve the right to amend, modify, or supplement this schedule.

- [1] Represents leases in which FWE IV is to acquire all of the Debtors' right, title and interest in such leases (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[3] below), all of the Debtors' right, title and interest in such leases are to be acquired by FWE IV.
- [2] Represents leases in which FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [3] Represents leases in which (i) FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron; and (ii) FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.

Legend: OP 1- Operating Rights 1; OP 2 - Operating Rights 2; RT A - Record Title A; RT B - Record Title B

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100%	PROD	[2]
EB 161	G02648	Federal	OP 1	7/1/1974	5,760	Fieldwood SD Off	100%	PROD	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	53%	TERMIN	[2]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	53%	TERMIN	[2]
EC 332	G09478	Federal	RT	5/1/1988	5,000	Fieldwood En Off	88%	TERMIN	
EC 332	G09478	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	88%	TERMIN	
EI 342	G02319	Federal	RT A	2/1/1973	5,000 ^{2,500}	Fieldwood En	50%	TERMIN	[1]
HI A-446	G02359	Federal	RT	8/1/1973	5,760	Bandon O&G	100%	TERMIN	
HI A-550	G04081	Federal	RT	10/1/1979	5,760 ⁷²⁰	Fieldwood En Off	100%	PROD	
HI A-550	G04081	Federal	OP 1	10/1/1979	5,760 ^{5,040}	Fieldwood En Off	100%	PROD	
HI A-550	G04081	Federal	OP 2	10/1/1979	5,760	Fieldwood En Off	100%	PROD	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	56%	RELINQ	[3]
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50%	TERMIN	[1]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50%	TERMIN	[1]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50%	TERMIN	[1]
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50%	RELINQ	[1]
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50%	TERMIN	[1]
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	33%	PROD	[1]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood	40%	UNTERMIN	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	26%	UNIT TERMIN	[3]
SS 252	G01529	Federal	RT	7/1/1967	5,000	Fieldwood En Off	50%	TERMIN	
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	50%	TERMIN	
ST 169	G01253	Federal	RT	6/1/1962	4,708	Beryl O&G	100%	TERMIN	
ST 195	G03593	Federal	RT	8/1/1977	5,000	Fieldwood En Off	100%	TERMIN	
VK 113	G16535	Federal	RT	6/1/1996	5,760	Fieldwood En Off	100%	TERMIN	
VK 251	G10930	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	
VK 251	G10930	Federal	RT	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	
VK 251	G10930	Federal	OP 2	7/1/1989	5,760	Fieldwood En Off	55%	UNIT	
VK 340	G10933	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	
VK 340	G10933	Federal	RT	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	
VK 340	G10933	Federal	OP 2	7/1/1989	5,760	Fieldwood En Off	55%	UNIT	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	25%	TERMIN	[2]
VR 207	G19761	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off Beryl O&G	46%	RELINQ	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	25%	TERMIN	[1]
VR 261	G03328	Federal	OP 1	4/1/1976	5,429 509	Fieldwood En	25%	TERMIN	[1]
VR 314	G05438	Federal	OP 2	7/1/1983	5,000	Fieldwood En Off	50%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²
<u>VR 332</u>	<u>G09514</u>	<u>Federal</u>	<u>OP 1</u>	<u>7/1/1988</u>	<u>5,000</u>	<u>Fieldwood En</u>	<u>67%</u>	<u>PROD</u>	
<u>VR 332</u>	<u>G09514</u>	<u>Federal</u>	<u>RT</u>	<u>7/1/1988</u>	<u>5,000</u>	<u>Fieldwood En</u>	<u>100%</u>	<u>PROD</u>	

FWE IV ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ³
7912	Fieldwood Energy, LLC <u>Offshore</u>	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[1]
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[1]
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2] [4]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2] [4]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2] [4]
7684	Fieldwood Energy, LLC	HI	A-550	A	HI	A-568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[1]
6340	Fieldwood Energy, LLC	HI	A-568	Subsea Valve	HI	A-539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[2]
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6	-	Proposed	G28788	00820	[2]
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[2]
18094	Bandon Oil and	ST	195	B	ST	196	SSTI	6	G/C	Permitted for	G29005	G03593	[1]

[1] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

[2] Represents each ROW in which (i) FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; and (ii) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

[3] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be acquired by FWE I.

[4] The Parties recognize that segments and ROWs will be operated by Fieldwood Energy I, LLC. In addition, the Parties acknowledges that segment numbers and ROW names may have changed after the FWE IV Rights of Way were conveyed pursuant to the Chevron PSAs.

	Gas, LP									Abandonment Approved				
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593		[1]
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760		[1]
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760		[1]
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760		[1]
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328		[2] [4]
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535		
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930		[3]
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930		[3]
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933		
7298	Dynamic Industries, Inc.	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215		
10736	Dynamic Industries, Inc.	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514		
10737	Dynamic Industries, Inc.	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514		

FWE IV RUE

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
None <u>MP</u>	<u>154</u>	<u>A</u>	<u>24171</u>	<u>G30337</u>	<u>G10902</u>	<u>Fieldwood Energy Offshore LLC</u>	<u>2/3/17</u>	<u>MP 154 A001 & A002</u>
VR	<u>315</u>	<u>A</u>	<u>22981</u>	<u>G30213</u>	<u>G04215</u>	<u>Fieldwood Energy Offshore LLC</u>	<u>11/26/13</u>	<u>VR 332 A001, A002, A005 & A006</u>
VR	<u>315</u>	<u>A-AUX</u>	<u>22981</u>	<u>G30213</u>	<u>G04215</u>	<u>Fieldwood Energy Offshore LLC</u>	<u>11/26/13</u>	<u>Production from VR 315 A RUE</u>

Exhibit H

**Redline of Leases, Rights of Way and Rights of Use and Easement Related to
Abandoned Properties**

Leases Related to Abandoned Properties*

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
AT 023	G35015	Federal	RT	08/01/2013	5,760	Murphy E&P USA	8%	PRIMARY	
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100%	TERMIN	-
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	31.25%	PROD	[6]
EB 165	G06280	Federal	RT	10/1/1983	5,760	Fieldwood SD Off	100%	UNIT	
EB 209	G07397	Federal	RT	9/1/1984	5,760	Fieldwood SD Off	100%	UNIT	
EC 330	G03540	Federal	OP 1	8/1/1977	5,000	Fieldwood En Off	50%	TERMIN	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]
EC 349	G14385	Federal	OP 1	5/1/1994	5,000	W & T Off	25%	PROD	

* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[6] below), all of the Debtors' right, title and interest in such leases are to be abandoned. For each lease on this schedule, see the BOEM's Serial Register Page to identify the Debtors' interests; this schedule identifies each separate interest of the Debtors that carries any assets or liabilities, but does not necessarily identify each separate interest of the Debtors in each such lease.
- [2] Fieldwood Energy Offshore's record title solely as to the NE/4 of the block and its interest in the operating rights are to be abandoned; its remaining record title and its overriding royalty interests are to be acquired by the Credit Bid Purchaser.
- [3] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [4] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.
- [5] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Chevron).
- [6] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interests acquired by FWE from both Apache and Chevron).
- [7] COB 381, Page 256, File No. 331928, St. Mary Parish, LA.
- [8] COB Instr. No. 324586, St. Mary Parish, LA.

Legend: CONT - Contractual; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 11 - Operating Rights 11; OP 13 - Operating Rights 13; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; RT C - Record Title C; WI - Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
EC 350	G15157	Federal	OP 1	9/1/1995	5,000	W & T Off	25%	TERMIN	
EC 356	G13592	Federal	RT	9/1/1992	5,000	W & T Off	25%	RELINQ	
EC 371	G02267	Federal	CONT	2/1/1973	5,000	Talos ERT	25%	TERMIN	
EI 100	796	Federal	Contractual	5/1/1960	5,000	Fieldwood En	100%	PROD	
EI 175	438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	25%	PROD	[1]
EI 307	G02110	Federal	RT	2/1/1971	2,500	Fieldwood En Off	25%	TERMIN	[1]
EI 311	G27918	Federal	RT	7/1/2006	5,000	Dynamic Off Res	60%	TERMIN	
EI 312	G22679	Federal	OP 1	6/1/2001	5,000	Fieldwood En	60%	TERMIN	[1]
EI 32	00196	Federal	OP 1	11/26/1946	5,000	Cox Op	24%	PROD	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	17%	UNIT	[1]
EI 53	00479	Federal	OP 1	12/1/1954	5,000	Fieldwood En	11%	PROD	[1]
EI 63	00425	Federal	RT	12/1/1954	5,000	Fieldwood En Off	100%	TERMIN	
EW 782	G05793	Federal	CONT	7/1/1983	1,093	Fieldwood En	100%	TERMIN	[1]
-	JMB Partnership	Onshore	WI	2/6/2019			100%	-	[7]
-	Caroline Baker Trust No.1	Onshore	WI	1/22/2016			100%	-	[8]
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33%	TERMIN	[1]
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	17%	PROD	[1]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	33%	PROD	[1]
GA A-155	G30654	Federal	RT	10/1/2006	5,760	Peregrine O&G	11%	TERMIN	
GC 157	G24154	Federal	RT	6/1/2002	5,760	LLOG Exp Off	15%	TERMIN	
GC 201	G12210	Federal	OP	5/1/1990	5,760	LLOG Exp Off	15%	UNIT	
GC 201	G12210	Federal	RT NE4	5/1/1990	5,760	Fieldwood En Off; LLOG Exp Off	100%	UNIT	[2]
GC 245	G05916	Federal	CONT	7/1/1983	5,760	Fieldwood En Off	100%	TERMIN	
GC 64	G07005	Federal	CONT	6/1/1984	5,760	Fieldwood En Off	49%	RELINQ	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	40%	PROD	[1]
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	50%	PROD	[1]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	55%	PROD	[1]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
SS 247	G01028	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	89%	UNIT	
SS 247	G01028	Federal	RT C	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	
SS 248	G01029	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	80%	UNIT	[1]
SS 249	G01030	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	69%	UNIT	[1]
							100 ³² %		
SS 252	G01529	Federal	RT ^{OP 2}	7/1/1967	5,000	Fieldwood En Off		PROD	[5]
SS 252	G01529	Federal	OP 1	7/1/1967	5,000	Fieldwood En Off	100%	PROD	[5]
SS 252	G01529	Federal	OP-2RT	7/1/1967	5,000	Fieldwood En Off	32%	PROD	[5]
SS-253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	100%	PROD	-
SS 253	G01031	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[5]
							100 ⁵⁰ %	PROD ^{TERMI} N	[5]
SS 253	G01031	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off			
SS 253	G01031	Federal	OP 4	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[5]
SS 253	G01031	Federal	OP 5	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[5]
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	50%	TERMIN	[5]
SS 270	G01037	Federal	RT	3/13/1962	5,000	Fieldwood En Off	89%	UNIT	
SS 271	G01038	Federal	RT	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 271	G01038	Federal	OP	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 291	G02923	Federal	RT B	12/1/1974	3,750	Fieldwood En	15%	OPERNS	[1]
SS 300	G07760	Federal	RT	8/1/1985	5,000	W & T Off	24%	PROD	
SS 315	G09631	Federal	RT	6/1/1988	5,000	W & T Off	25%	PROD	
ST 315	G23946	Federal	RT	7/1/2002	4,458	W & T Off	50%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	40%	PROD	[1]
VK 824	G15436	Federal	CONT	9/1/1995	5,760	Fieldwood En	6%	RELINQ	
VK 826	G06888	Federal	RT	6/1/1984	5760	Fieldwood En	100%	TERMIN	
VK 917	G15441	Federal	OP	7/1/1995	5760	Fieldwood En	85%	PROD	
VK 962	G15445	Federal	OP 1	7/1/1995	5760	Fieldwood En	85%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	38%	TERMIN	[5]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	25%	RELINQ	[1]
VR 272	G23829	Federal	RT	6/1/2002	4,381	Fieldwood En Off	100%	PROD	
VR 273	G14412	Federal	OP 3	5/1/1994	5,000	Fieldwood En Off	100%	TERMIN	
VR 279	G11881	Federal	OP 1	5/1/1990	5,000	Talos En Off	50%	TERMIN	
VR 313	G01172	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note [†]
WD 86	G04243	Federal	OP 2	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 3	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	19%	PROD	[1]
SP 42	SL03011	SL- LA	WI	-	-	-	100%	SOP	
-	14519	SL - LA	WI	-	-	-	50%	RELEASED	
-	14520	SL - LA	WI	-	-	-	50%	RELEASED	
-	14914	SL - LA	WI	-	-	-	66%	RELEASED	
SP 42	SL16869	SL- LA	WI	-	-	-	100%	PROD	
BS 45	SL19051	SL- LA	ORRI	8/9/2006		Southern Oil of Louisiana	0%	UNIT	
BS 53	SL3770	SL- LA	WI				50%	RELEASED	
-	SL17072	SL - LA	WI	-	-	-	38%	ACTIVE	
-	SL18287	SL - LA	WI	-	-	-	44%	-	
-	SL19266	SL - LA	WI	-	-	-	17%	ACTIVE	
-	Haynes Lumber Co.	Onshore	WI	<u>2/1/2017-</u>	-	Fieldwood Onshore	63%	TERMINATED	
-	111650	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	115727	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	114988	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	136449	SL - TX	WI	-	-	TR Offshore, LLC	7%	ACTIVE	
-	168986	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	189098	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	206882	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
=	<u>JMB Partnership</u> <u>Caroline Baker Trust</u> <u>No. 1</u>	Onshore	WI	<u>2/6/2019</u>			<u>100%</u>		[7]
=		Onshore	WI	<u>1/22/2016</u>			<u>100%</u>		[7]

Abandoned Properties ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ³
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[2]
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280	
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[2]
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2]
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[2]
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[2]
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	

[1] Lease carries \$0 liability

[2] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.